

**EXHIBIT “A”**

**PART 5 OF 5**

Plaintiffs Complaint

Case:

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and exact copy of the above has been furnished by

U.S. Mail on this 13<sup>th</sup> day of June, 2011 to the following:

**COUNTRYWIDE HOME LOANS, INC.**

c/o Registered Agent: CT Corporation System  
2394 E Camelback Road  
Phoenix, Arizona 85016

**BAC HOME LOANS SERVICNG, LP**

c/o Registered Agent: CT Corporation System  
2394 E Camelback Road  
Phoenix, Arizona 85016

**BANK OF AMERICA, N.A.**

c/o Registered Agent: CT Corporation System  
2394 E Camelback Road  
Phoenix, Arizona 85016

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**

c/o Registered Agent: Sharon Horstkamp  
1818 Library Street, Suite 300  
Reston, VA 20190

**RECONTRUST COMPANY, N.A.**

2380 Performance Dr. TX2-985-07-03  
Richardson, TX 75082

Coree E Neumeyer, Esq.

Michael B Dvoren, Esq

c/o **BRYAN CAVE LLP**

One Renaissance Square

Two North Central Avenue, Ste 2200

Phoenix, AZ 85004-4406

  
Sharon J Sparlin

EXHIBIT 1

## FENNEMORE CRAIG, P.C.

One South Church Avenue, Suite 1000  
Tucson, Arizona 85701-1627  
(520) 879-6800

**Barney M. Holtzman**  
Direct Phone: (520) 879-6810  
Direct Fax: (520) 879-6892  
bholtzman@fclaw.com

### Law Offices

Phoenix (602) 916-5000  
Tucson (520) 879-6800  
Nogales (520) 281-3480  
Las Vegas (702) 692-8000  
Denver (303) 291-3200

April 18, 2011

Mr. Michael B. and Sharon J. Sparlin  
9151 E. Showcase Lane  
Tucson, AZ 85749

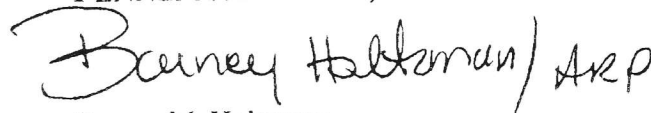
**Re: Universal American Mortgage Co.**

Dear Mr. and Mrs. Sparlin:

We received your April 11, 2011 letter and enclosed "Release of Mortgage" forms you provided. Universal American Mortgage Company ("UAMC") will **not** sign the forms. UAMC has no knowledge of whether the mortgages and debts have been fully paid, satisfied, released and discharged. Moreover, UAMC is not the holder of the mortgage or debt and, therefore, cannot release them.

Very truly yours,

FENNEMORE CRAIG, P.C.

  
Barney M. Holtzman

BMH/arp

5255307

EXHIBIT 2

REDACTED  
REDACTED

PLEASE SEE "RISK FACTORS" IN THE PROSPECTUS FOR A DESCRIPTION OF INFORMATION  
THAT SHOULD BE CONSIDERED IN CONNECTION WITH AN INVESTMENT IN THE OFFERED  
CERTIFICATES.

Summary of Terms

REDACTED

## EXHIBIT 3

FWP	1st Page of 26						
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(INP PARTIALS GROUP)

BANK OF WEST 24

File number in file of  
Registration No. \_\_\_\_\_

Page 10 of 10

BCAP LLC TRUST  
2007-AA2, GROUP I

## NEW ISSUE PRELIMINARY TERM SHEET

$$F = 1 - \frac{1}{1 + 3.29^2} = 0.84$$

BCAP LLC  
1-570-1234

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Leventhal, Page & Arnold: Credit Company  
Incubator

Product Applied Inc.  
Sales and Manager Bookkeeper

F. ANN RODRIGUEZ, RECORDER  
 RECORDED BY: LAM  
 DEPUTY RECORDER  
 6545 EAST-2

W  
 MICHAEL BENSON SPARLIN  
 9151 E SHOWCASE LN  
 TUCSON AZ 85749



DOCKET: 13772  
 PAGE: 622  
 NO. OF PAGES: 2  
 SEQUENCE: 20100560184  
 03/24/2010  
 QCDEED 14:32  
 MAIL  
 AMOUNT PAID \$ 10.00

## QUITCLAIM DEED

A-7

EXHIBIT4

TRA: N/A

APN: 141-09-2140

☐ This transfer is exempt from the documentary transfer tax.  
☐ The documentary transfer tax is \$ 0 and I computed on:  
☒ The full value of the interest or property conveyed.  
☐ The full value less the liens or encumbrances remaining thereon at the time of sale.  
 The property is located in        an unincorporated area  
☒ the city of TUCSON.  
 This is a bona fide gift and the Grantor(s) received nothing in return, R&T  
 Gift: 11-911

### NOTICE OF CHANGE RE:

**GRANTOR(S)/TRUSTOR(S):** MICHAEL BENSON SPARLIN & SHARON JEANETTE SPARLIN  
 9151 E. Showcase Lane, Tucson, AZ 85749

FOR VALUE CONSIDERATION, receipt of which is hereby acknowledged: Michael Benson Sparlin and Sharon Jeanette Sparlin, husband and wife, do hereby REMISE, RELEASE, GRANT, AND FOREVER QUITCLAIM to:

**GRANTEE:** 7922 S. CLARKSON COURT TRUST, a Private Contract Trust  
 9151 E. Showcase Lane, Tucson, Arizona 85749

the real property in the City of TUCSON, County of PIMA, State of ARIZONA, described as:  
 Lot 133 of VISTA MONTANA ESTRATES PHASE ONE, according to the map or plat thereof of record in the office of the county recorder, Pima County, Arizona, in book 58 of maps and plats at page 96 thereof and as amended by declaration of scrivener's error recorded in Docket 12773 at page 5485. Commonly known as: 7922 S. CLARKSON COURT, TUCSON, ARIZONA state.

See also Exhibit "A" attached hereto, as this QUITCLAIM DEED evidences the sole purpose of Notice of Change in Trustee and Beneficiary appointments ONLY. Dated 3/24/10

Michael Benson Sparlin  
 Michael Benson Sparlin

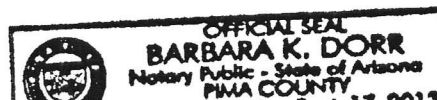
Sharon Jeanette Sparlin  
 Sharon Jeanette Sparlin

State of ARIZONA )  
 County of PIMA )

Subscribed and sworn to (or affirmed) before me on this 24<sup>th</sup> day of March, 2010, by Michael Benson Sparlin and Sharon Jeanette Sparlin, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Barbara K. Dorr  
 Notary Public

(SEAL)



141-09-2140



*Sharon Jeanette Sparlin*  
Sharon Jeanette Sparlin

EXHIBIT 5

## naked capitalism

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- [Quelle Surprise! 50 State Attorneys General Settlement Talks Beating a Retreat](#) - 05/10/2011 - Yves Smith

**Sunday, November 21, 2010**

### Countrywide Admits to Not Conveying Notes to Mortgage Securitization Trusts

Testimony in a New Jersey bankruptcy court case provides proof of the scenario we've depicted on this blog since September, namely, that subprime originators, starting sometime in the 2004-2005 timeframe, if not earlier, stopped conveying note (the borrower IOU) to mortgage securitization trust as stipulated in the pooling and servicing agreement. Professor Adam Levitin in his testimony before the House Financial Services Committee last week described what the implications would be:


If mortgages were not properly transferred in the securitization process, then mortgage-backed securities would in fact not be backed by any mortgages whatsoever. The chain of title concerns stem from transactions that make assumptions about the resolution of unsettled law. If those legal issues are resolved differently, then there would be a failure of the transfer of mortgages into securitization trusts, which would cloud title to nearly every property in the United States and would create contract rescission/putback liabilities in the trillions of dollars, greatly exceeding the capital of the US's major financial institutions....

Recently, arguments have been raised in foreclosure litigation about whether the notes and mortgages were in fact properly transferred to the securitization trusts. This is a critical issue because the trust has standing to foreclose if, and only if it is the mortgagee. If the notes and mortgages were not transferred to the trust, then the trust lacks standing to foreclose...

If the notes and mortgages were not properly transferred to the trusts, then the mortgage-backed securities that the investors' purchased were in fact non-mortgage-backed securities. In such a case,

x

JO MALONE  
LONDON





mortgages on its books, meaning that the losses on the loans would be the securitization sponsor's, not the MBS investors, and that the securitization sponsor would have to have risk-weighted capital for the mortgages. If this problem exists on a wide-scale, there is not the capital in the financial system to pay for the rescission claims; the rescission claims would be in the trillions of dollars, making the major banking institutions in the United States would be insolvent.

As we indicated back in September, it appeared that Countrywide, and likely many other subprime originators quit conveying the notes to the securitization trusts sometime in the 2004-2005 time frame. Yet bizarrely, they did not change the pooling and servicing agreements to reflect what appears to be a change in industry practice. Our evidence of this change was strictly anecdotal; this bankruptcy court filing, posted at StopForeclosureFraud provides the first bit of concrete proof. The key section:

As to the location of the note, Ms. DeMartini testified that to her knowledge, the original note never left the possession of Countrywide, and that the original note appears to have been transferred to Countrywide's foreclosure unit, as evidenced by internal FedEx tracking numbers. She also confirmed that the new allonge had not been attached or otherwise affixed to the note. She testified further that it was customary for Countrywide to maintain possession of the original note and related loan documents.

This is significant for two reasons: first, it points to pattern and practice, and not a mere isolated lapse. Second, Countrywide, the largest subprime originator, reported in SEC filings that it securitized 96% of the loans it originated. So this activity cannot be defended by arguing that Countrywide retained notes because it was not on-selling them; the overwhelming majority of its mortgage notes clearly were intended to go to RMBS trusts, but it appears industry participants came to see it as too much bother to adhere to the commitments in their contracts.

As one hedge fund investor noted, "Whenever we've gotten into situations on the short side, no matter how bad we think it is, it always proven to be worse." The mortgage securitization mess looks to be adhering to this script.

#### More on this topic (What's this?)

Pay Off Your Mortgage Early or Invest Your Money? (Learn Mining News, 4/15/11)

Mortgage Down Payment and Private Mortgage Insurance (Learn Mining News, 2/13/11)

The New Housing Paradigm (Wealth Daily, 4/19/11)

Read more on Mortgage, Securitization at Wikinvest

Topics: Banana republic, Banking industry, Credit markets, Legal, Real estate

✉ Email This Post Posted by Yves Smith at 3:09 pm

59 Comments » Links to this post

🔖 **BOOKMARK** 📌 📄 📄 ...

## 59 Comments:



Sufferin' Succotash says:  
November 21, 2010 at 3:43 pm

Deadbeats! Deadbeats!

JO MALONE

x

LEADER



SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION - ATLANTIC COUNTY  
DOCKET NO. F-10209-08

BANK OF NEW YORK AS TRUSTEE FOR  
THE CERTIFICATE HOLDERS CWABS,  
INC. ASSET-BACKED CERTIFICATES,  
SERIES 2005-AB3

EXHIBIT 6

Plaintiff(s),

vs.

VICTOR and ENOABASI UKPE

Defendant(s).

---

VICTOR and ENOABASI UKPE  
Counterclaimants and  
Third Party Plaintiffs,

vs.

BANK OF NEW YORK AS TRUSTEE FOR  
THE CERTIFICATE HOLDERS CWABS,  
INC. ASSET-BACKED CERTIFICATES,  
SERIES 2005-AB3

Defendants on the Counterclaim,

and

AMERICA'S WHOLESALE LENDER;  
COUNTRYWIDE HOME LOANS, INC.;

MORGAN FUNDING CORPORATION,

ROBERT CHILDERS; COUNTRYWIDE

HOME LOANS SERVICING LP,

PHELAN, HALLINAN & SCHMIEG,

P.C.,

Third Party Defendants

-----  
April 7, 2010

William Hultman

DEGNAN & BATEMAN  
(856) 232-7400

1 particular resolution, this Corporate Resolution Hultman  
2 Exhibit 4?

3 A They originally met in April of 1998 and  
4 delegated me the authority to do this, and so by virtue  
5 of the fact that I had the delegated authority when I  
6 appointed them officers on October 23, 2007, that was an  
7 action of the Board.

8 Q Your testimony, Mr. Hultman, is back in April  
9 of 1998 the Board of a predecessor company authorized  
10 you to appoint non-members of MERS as assistant  
11 secretaries and vice-presidents of a successor  
12 corporation?

13 MR. BROCHIN: Excuse me. Object to the form  
14 of the question.

15 Q Go ahead, please answer.

16 A No.

17 Q What did the Board do in April of 1998 in  
18 terms of authorizing you to appoint anyone to do  
19 anything?

20 A What they authorized me to do was they  
21 delegated me the authority to elect persons requested by  
22 members to be officers of Mortgage Electronic  
23 Registration Systems, Inc.

24 Q What kind of officers?

25 A Assistant secretary and vice-president.

1       you a salaried employee of MERS?

2           A       No.

3           Q       Are you a salaried employee of MERS Corp,  
4       Inc.?

5           A       Yes.

6           Q       Are any of the employees of MERS, Inc.  
7       salaried employees?

8           A       I don't understand your question.

9           Q       Does anyone get a paycheck, if they are an  
10       employee of MERS, Inc., do they get a paycheck from  
11       Mercer, Inc.?

12          A       There is no MERS, Inc.

13          Q       I thought, sir, there's a company that was  
14       formed January 1, 1999, Mortgage Electronic Registration  
15       Systems, Inc. Does it have paid employees?

16          A       No, it does not.

17          Q       Does it have employees?

18          A       No.

19          Q       Just so there's not any confusion, I have been  
20       using MERS, but I thought we had an agreement earlier  
21       today that would be a shorthand for Mortgage Electronic  
22       Registration Systems, Inc. Have you been confused?

23          A       I was confused because you said MERS, Inc.  
24       There is no MERS, Inc.

25          Q       Thank you. I will go back to just using MERS



1           A       Of MERS.

2           Q       So you are the secretary of MERS, but are not  
3 an employee of MERS?

4           A       That's correct.

5           Q       Does MERS have any policy for auditing the  
6 activities of its officers; does MERS audit the activity  
7 of its officers?

8           A       Well, there is a Board of directors who is  
9 responsible for all the activities of the corporation.

10          Q       And my question to you was does MERS audit the  
11 activities of its officers?

12          A       I don't understand your question.

13          Q       How many assistant secretaries have you  
14 appointed pursuant to the April 9, 1998 resolution; how  
15 many assistant secretaries of MERS have you appointed?

16          A       I don't know that number.

17          Q       Approximately?

18          A       I wouldn't even begin to be able to tell you  
19 right now.

20          Q       Is it in the thousands?

21          A       Yes.

22          Q       Have you been doing this all around the  
23 country in every state in the country?

24          A       Yes.

25          Q       And all these officers I understand are unpaid



1 MR. BROCHIN: Why are you asking him a  
2 question that calls for confidential information?

3 MR. MALONE: I just want to establish you're  
4 going to assert a privelege to it, that's all.

5 MR. BROCHIN: A privelege to a communication  
6 between a witnesses and his lawyer?

7 MR. MALONE: Well, were there other people  
8 present?

9 MR. BROCHIN: Isn't that a privelege?

10 MR. MALONE: Were there other people present?  
11 If you want to assert a privelege, please do so,  
12 otherwise answer the question.

13 MR. BROCHIN: That wasn't your question. I  
14 instruct the witness not to answer the question on  
15 grounds it calls for atttorney/client privelege  
16 communications.

17 BY MR. MALONE:

18 Q On the attachment, the second page to Hultman  
19 Exhibit 32, the Corporate Resolution, the form Corporate  
20 Resolution, has five numbered paragraphs. Do you see  
21 those?

22 A Yes.

23 Q Do any of those numbered paragraphs authorize  
24 the certifying officers to assign a promissory note?

25 A No.

1           Q       Has MERS to your knowledge ever authorized a  
2       certifying officer to assign a promissory note?

3           A       I don't recall.

4           Q       In paragraph two there is a reference to  
5       assigning the lien of any mortgage loan registered on  
6       the MERS system. Do you see that?

7           A       Yes.

8           Q       And by lien are we talking about the security  
9       interest, the mortgage, that accompanies a promissory  
10      note?

11          A       Yes.

12          Q       And when a mortgage is recorded on the MERS  
13      system identifying MERS as the mortgagee as nominee for  
14      its lender, what is the value of that mortgage in terms  
15      of what MERS holds?

16                 MR. BROCHIN: Object to the form of the  
17      question to the extent it characterizes MERS as being  
18      recorded. Go ahead.

19          A       I don't understand the question.

20          Q       When a mortgage is recorded with a county  
21      clerk's office identifying MERS as the mortgagee, what  
22      is the value of that mortgage to MERS? Does it have a  
23      value?

24          A       It's part of our process.

25          Q       I understand it's part of your process, but

020114305

Page 138

1 Q And what you just described is the mortgage,  
2 is that correct?

3 A I'm describing the relationship to what MERS  
4 does with respect to the entire transaction.

5 Q So that answer, are you saying MERS has an  
6 ownership interest in the promissory note?

7 A I'm describing what our interest is in this  
8 transaction.

9 Q Let me break the question down then. Does  
10 MERS have an ownership interest in the promissory note  
11 that the Ukpes signed?

12 MR. BROCHIN: Object to the form of the  
13 question.

14 A If you mean ownership interest in the sense  
15 that are we entitled to any of the proceeds of the  
16 promissory note, the answer is no.

17 Q And in describing any other kind of interest  
18 you have in the promissory note, I think you were  
19 answering that in your view MERS does have an interest  
20 in the Ukpes' promissory note, is that correct?

21 A What I'm saying is we have -- we are the  
22 agents of the note holder holding title to the mortgage,  
23 securing the repayment of the promissory note when the  
24 borrower pledges the property to them.

25 Q When you're saying the agent of the note